

TYPE 1 AND/OR TYPE 2 INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE SERVICE CARRIERS

BETWEEN

BELL ATLANTIC - MARYLAND, INC.

AND

AMERICAN PERSONAL COMMUNICATIONS, L.P.

TARIFF RATE EQUIVALENTS

TYPE 1 SERVICE AND FACILITIES

<u>Description</u>	<u>Monthly Charges</u>	<u>Tariff References*</u>
<u>Cell Site Links</u>		

Intrastate Channel Service

Channel Types 2021 (2wire/4wire) and 2120 (2Wire)

Intraexchange

- Local channelsSect. 3, C.1.b.(2) (3)*
- Interoffice channelsSect. 3, C.1.b.(3) (3)*
- Channel terminalsSect. 3, C.1.b.(4) (3)*

Interexchange

- MileageSect. 3, C.2.b.(3)*
- Channel terminalsSect. 3, C.2.c.(3)*
- Station terminalsSect. 3, C.2.d.(3)*

High Capacity Service

1.544 Mbps (DS1)Sect. 12, C. # (3)*
and 7.5.9 ## (6)*

44.736 Mbps (DS3)Sect. 7.5.9 ## (6)*

Interstate Channel Services

Voice Grade ServiceSect. 7.5.3 ## (7)*

High Capacity ServiceSect. 7.5.9 ## (7)*

In addition, termination charge applies.

In addition, nonrecurring charge applies.

* See Page 1C of 4 for Tariff References.

ATTACHMENT III, . PAGE 1B OF 4
TYPE 1 AND/OR TYPE 2 INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE SERVICE CARRIERS
BETWEEN
BELL ATLANTIC - MARYLAND, INC.
AND
AMERICAN PERSONAL COMMUNICATIONS, L.P.

TARIFF RATE EQUIVALENTS
TYPE 1 SERVICE AND FACILITIES

<u>Description</u>	<u>Monthly Charges</u> <u>Tariff References*</u>
<u>Miscellaneous Services & Charges</u>	
Additional Directory Listings	Sect. 4, C.1. (2)*
High Capacity Digital Hand-Off Service .	Sect. 12A, C. # (3)*
Service Charges	Sect. 3, C. (2)*
Access Order Modification	Sect. 5.2.2 (6) & (7)*

Other Tariff services technically compatible with Carrier's system will be supplied solely at Company's discretion and in accordance with the Tariff equivalent rates, charges, terms and conditions specified in the applicable Company Tariffs.

*See Page 1C of 4 for Tariff References.

ATTACHMENT III, . PAGE 1C OF 4

TYPE 1 AND/OR TYPE 2 INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE SERVICE CARRIERS
BETWEEN
BELL ATLANTIC - MARYLAND, INC.
AND
AMERICAN PERSONAL COMMUNICATIONS, L.P.
TARIFF RATE EQUIVALENTS
TYPE 1 SERVICE AND FACILITIES

Tariff References:

- | | |
|----------------------------|---|
| (1) P.S.C. - Md. - No. 202 | Local Exchange Tariff |
| (2) P.S.C. - Md. - No. 203 | General Services Tariff |
| (3) P.S.C. - Md. - No. 204 | Channel Services Tariff |
| (4) P.S.C. - Md. - No. 209 | Long Distance Services Tariff |
| (5) P.S.C. - Md. - No. 211 | Miscellaneous Service Arrangement
Tariff |
| (6) P.S.C. - Md. - No. 217 | Access Service Tariff for Special Access
Service |
| (7) F.C.C. - No. 1 | Access Service for Special Access Service |

ATTACHMENT III, . PAGE 2 OF 4

TYPE 1 AND/OR TYPE 2 INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE SERVICE CARRIERS
 BETWEEN
 BELL ATLANTIC - MARYLAND, INC.
 AND
 AMERICAN PERSONAL COMMUNICATIONS, L.P.
 TARIFF RATE EQUIVALENTS
 TYPE 2 SERVICE

	<u>Interstate Rates ⁽¹⁾</u>	<u>Intrastate Rate</u>
Nonrecurring Charges:		
● Per Company Connecting Circuit installed	6.9.1 (G)	6.9.1 (F)
● Per NXX Code Rate Center Change	6.9.2 (A) ^{(1) (2)}	\$749.00
● Entrance Facilities, Per Point of Termination	6.9.1 (A)	6.9.1 (A)
● Multiplexing, Per Arrangement	6.9.1 (D)	6.9.1 (D)
● Access Order Modifications	5.2.2	5.2.2
● Service Order Charge	6.9.1 (J)	6.9.1 (C)
Access (Monthly Rates)		
Switched Transport		
- Entrance Facilities, per Point of Termination	6.9.1 (A)	6.9.1 (A)
- Direct Trunked Transport	6.9.1 (C)	6.9.1 (C)
Optional Features		
- Multiplexing	6.9.1 (D)	6.9.1 (D)
- Alternate Serving Wire Center	6.9.1 (E)	6.9.1 (K)
- Diversity	6.9.1 (F)	NA ⁽³⁾
Access (Per MOU)		
Switched Transport		
- Tandem Switched	6.9.1 (B)	6.9.1 (B)
- Interconnection Charge	6.9.1 (I)	6.9.1 (H)
Local Switching	6.9.2 (A)	6.9.1 (B)
Information Surcharge	6.9.7	NA ⁽³⁾

Other Tariff services technically compatible with Carrier's system will be supplied solely at Company's Discretion and in accordance with the tariff equivalent rates, charges, terms and conditions specified in the applicable Company Tariffs.

- 1 From Bell Atlantic Tariff FCC no. 1, Sections 5 and 6
- 2 Equivalent to 900 Access Service Per State, Per NXX.
- 3 Not Applicable

TYPE 1 AND/OR TYPE 2 INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE SERVICE CARRIERS

BETWEEN

BELL ATLANTIC - MARYLAND, INC.

AND

AMERICAN PERSONAL COMMUNICATIONS, L.P.

TYPE 1 AND/OR TYPE 2 CONNECTING CIRCUITS

Per Company connecting circuit monthly surcharge per trunk, each

\$ 25.00*

* Not applicable for Type 1 trunks used solely for local traffic and/or complementary service and when Carrier furnishes Company written notification stating such use. Notification shall identify the Type 1 trunks, the LATA, and the address of the physical POI.

TYPE 1 AND/OR TYPE 2 INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE SERVICE CARRIERS

BETWEEN

BELL ATLANTIC - MARYLAND, INC.

AND

TARIFF RATE EQUIVALENTS

TYPE 2 DIRECTORY ASSISTANCE SERVICE

DIRECTORY

<u>Assistance Rate</u>		<u>Transport Rate</u>	
<u>Interstate</u>	<u>Intrastate</u>	<u>Interstate</u>	<u>Intrastate</u>
(1)	(2)	(1)	(2)
9.6 (A)	9.6 (A)	9.6 (B)	9.6 (B)

(1) From Bell Atlantic Tariff FCC No. 1, Section 9.

(2) From Tariff P.S.C. - MD - No. 217 Access Services, Section 9.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this 10th day of July, 1995, between Bell Atlantic - Maryland and American Personal Communications, L.P.

WHEREAS, the above parties contemplate discussions and analyses concerning Type 1 and/or Type 2 Interconnection and Traffic Interchange for Commercial Mobile Service Carriers; and

WHEREAS, in order to facilitate such discussions and analyses certain confidential and proprietary technical, financial or business information may be disclosed between the parties.

NOW, THEREFORE, the parties agree as to the following:

1. The term "Information," as used in this Agreement, means all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, as may be applicable.

2. "Proprietary Information" is defined as Information which is in the possession of the disclosing party, is not generally available to the public, and which a party desires to protect against unrestricted disclosure or competitive use Only that Information of the type specified on Exhibit A shall be considered Proprietary Information by the parties.

3. All Information which is disclosed by one party to the other party and which is to be protected hereunder as Proprietary Information of the disclosing party shall:

- a. if in writing or other tangible form, be conspicuously labeled as Proprietary, Confidential, or the like at the time of delivery; and
- b. if oral, be identified as Proprietary prior to disclosure.

Either party shall have the right to correct any inadvertent failure to designate Information as Proprietary by written notification as soon as practical after such error is determined. The party receiving said notification shall, from that time forward, treat such information as Proprietary.

4. All disclosures of Proprietary Information between the parties pursuant to this Non-Disclosure Agreement shall be made by or under the supervision of a Designated Coordinator for each party. Such Coordinators are identified in paragraph 10 of this Non-Disclosure Agreement. Such Designated Coordinators shall first agree that the Information submitted by the disclosing party satisfies the definitional requirements of Proprietary Information contained in Paragraph 2 before the receiving party accepts the Information as Proprietary.

5. Subject to the provisions of Paragraph 6 of this Non-Disclosure Agreement with respect to any Proprietary Information provided hereunder, the receiving party shall, for a period of three (3) years from the date of disclosure, unless the parties agree to different intervals at the time of disclosure, use the same care and discretion to limit disclosure of such Proprietary Information as it uses with similar Proprietary Information of its own which it does not desire to disclose or disseminate including taking steps to:

- a. restrict disclosure of Proprietary Information solely to its employees, contractors or consultants with a need to know in order to provide service to Carrier under this Agreement and not disclose such Proprietary Information to any other parties specifically including but not limited to, any employees of Company's Commercial Mobile Service affiliates or subsidiaries or any Company entity engaged in the planning, implementation , or operation of a Commercial Mobile Service line of business.
- b. advise all receiving party employees, contractors and consultants with access to the Proprietary Information of the obligation for protecting the Proprietary Information provided hereunder and obtain the contractor's and/or consultant's agreement to be so bound as evidenced by their signature on the form attached hereto as Exhibit B; and
- c. use the Proprietary Information provided hereunder only for purposes directly related to the following purposes and for

no other purposes:

- I. Locating and providing facilities for interconnection
- II. Forecasting for future NXX Code and/or facility requirements
- III. Billing

6. The obligations imposed upon either party herein shall not apply to Information whether or not designated as Proprietary:

- a. which is made public by the disclosing party;
- b. which is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties;
- c. which is received from a third party without restriction and without breach of this Non-Disclosure Agreement;
- d. which is independently developed by the receiving party as evidenced by its records; or
- e. which is disclosed pursuant to a valid order of a court or other governmental body or any political subdivision thereof; PROVIDED, HOWEVER, that the recipient of the Information shall first have given notice to the disclosing party and made a reasonable effort to obtain a protective order requiring that the Information and/or documents so disclosed be used only for the purposes for which the order was issued.

7. Nothing contained in this Non-Disclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed to the receiving party. All Proprietary Information shall remain the property of the disclosing party and shall be returned by the receiving party to the disclosing party upon request. If the parties hereto decide to enter into any licensing arrangement regarding any Proprietary Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them. No disclosure of any Proprietary Information hereunder shall be construed a public disclosure of such Proprietary Information by either party for any purpose whatever.

8. The furnishing of Proprietary Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.

9. In the event either party discloses, disseminates or releases any Proprietary Information received from the other party, except as provided above, such disclosure, dissemination or release WILL BE DEEMED A MATERIAL BREACH of this Non-Disclosure Agreement and the other party may demand prompt return of all Proprietary Information previously provided to such party. The provisions of this paragraph are in addition to any other legal right or remedies the party whose Proprietary Information has been disclosed, disseminated or released may have under federal or state law.

10. The Designated Coordinators for the parties are:

FOR: Bell Atlantic - Maryland Calvin Twyman

FOR: American Personal Communications, Inc. Anne Phillips

Each party may change its Designated Coordinator at any time and from time to time during the term of this Non-Disclosure Agreement by notifying the Designated Coordinator for the other party in writing.

11. This Non-Disclosure Agreement constitutes the entire Non-Disclosure Agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Non-Disclosure Agreement may not be modified except by a writing signed by both parties.

12. This Non-Disclosure Agreement shall be governed by the law of the state of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this

Non-Disclosure Agreement to be executed in their behalf on the

dates set forth below:

COMPANY

CARRIER

BELL ATLANTIC-MARYLAND, INC.

AMERICAN PERSONAL COMMUNICATIONS, L.P.

NAME:

P. A. Haley

NAME:

J. J. Emery

TITLE:

President Caribbean Services

TITLE:

Vice President of Operations

DATE:

7-10-95

DATE:

July 6, 1995

ATTACHMENT IV., EXHIBIT A

PROPRIETARY INFORMATION

- I. All usage information.
- II. Locations of facilities and Points of Interconnection.
- III. Types of facilities used.
- IV. Forecast Information.
- V. Any information related to Carrier's customers
- VI. NXX code forecasts
- VII. Financial information, including bill amounts and payment records.
- VIII. Specifications, drawings, sketches, models, diagrams, and similar information relating to Carrier or Company Facilities or premises.

ACKNOWLEDGEMENT OF NON-DISCLOSURE OBLIGATIONS

(FOR CONSULTANTS, AGENTS, OR OTHER INDEPENDENT CONTRACTORS)

I have read the Non-Disclosure Agreement dated _____, 199__
between Bell Atlantic _____ Company (name) _____ and _____
Carrier (name) and agree to be bound by the terms and conditions therein.

Signature

Name

Company

Title

ACKNOWLEDGEMENT OF NON-DISCLOSURE OBLIGATIONS

(FOR CONSULTANTS, AGENTS, OR OTHER INDEPENDENT CONTRACTORS)

I have read the Non-Disclosure Agreement dated _____, 1995 between
Bell Atlantic _____ Company (name) and _____
Carrier(name) and agree to be bound by the terms and conditions therein.

Signature

Name

Carrier

Title

Rider to Type 1 and/or Type 2
Interconnection and Traffic Interchange Agreement
For Type S Interconnection Service

Between

Bell Atlantic - Maryland, Inc.

and

American Personal Communications

This Rider is entered into this 10th day of July, 1995, the date of full execution of this Rider, between Bell Atlantic - Maryland, Inc. ("Company") and American Personal Communications ("Carrier").

WHEREAS, Company and Carrier entered into a Type 1 and /or Type 2 Interconnection and Traffic Interchange Agreement dated as of July 10, 1995 ("Interchange Agreement"); and

WHEREAS, Carrier has requested and Company has agreed to provide Carrier with Type S Interconnection Facilities; and

WHEREAS, Carrier and Company have agreed to the prices and other terms and conditions for Type S Interconnection Service to be provided to Carrier; and

WHEREAS, Carrier and Company agree that it is most practical to state their agreement for Type S Interconnection Service as a Rider to their existing Interchange Agreement and incorporate applicable terms and conditions by reference from that Interchange Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings set forth herein, the Company and Carrier agree as follows:

1. TERM
This Rider shall commence on July 10, 1995, and shall remain in effect for so long as the Interchange Agreement remains in effect.
2. APPLICABILITY
This Rider shall apply to all orders by Carrier for Type S Interconnection Service.
3. DEFINITIONS - For purposes of this Rider, terms used herein shall be defined as follows:
 - (A) Calling Party Number ("CPN") - Allows for the automatic transmission of the calling party's telephone number consisting of the NPA plus the seven-telephone number.
 - (B) Common Channel Signaling Service ("CCS") - An out of band signaling arrangement which facilitates SS7 signaling.
 - (C) Local Access and Transport Area ("LATA") - A geographic area established for the provision and administration of telecommunications service. It encompasses one or more designated exchange(s) which are grouped to serve common social, economic, and other purposes.
 - (D) Integrated Services Digital Network User Part ("ISUP") - Provides for transfer of call set-up signaling information between signaling points.

TYPE S INTERCONNECTION SERVICE RIDER, PAGE 2

- (E) Message Transfer Part ("MTP") - Provides functions for basic routing of signaling messages between signaling points.
- (F) Point Code ("PC") - A binary code which identifies a signaling point in a signaling network. The code is used either as a destination point code or as an originating point code.
- (G) Signaling Connection Control Part ("SCCP") - Provides additional routing and management functions for transfer of messages other than call set-up between signaling points.
- (H) Signaling Point of Interface ("SPOI") - The Carrier's location in the same Local Access and Transport Area ("LATA") as the Company's STP where SS7 signaling information is exchanged between Company and Carrier.
- (I) Signal Transfer Point ("STP") - A specialized switch of Company which provides SS7 network access and performs SS7 message routing and screening. For purposes of network survivability STP's are deployed in pairs.
- (J) Signaling System 7 ("SS7") - The out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph and the American National Standards Institute.
- (K) Transactions Capabilities Application Part ("TCAP") Messages - Provides for transfer of non-circuit related information between signaling points.
- (L) Type S Interconnection Facility ("TSIF") - A dedicated SS7 signaling link connection between Carrier's SPOI and an STP port on Company's STP.
- (M) Type S Interconnection Service - Is a Common Channel Signaling (CCS) network interconnection facility between the Company and Carrier using Signaling System 7 (SS7) protocol that consists of sub-protocols a., Message Transfer Part (MTP) b., Signaling Connection Control Part (SCCP) c., Integrated Services Digital Network User Part (ISUP) and d., Transaction Capabilities Application Part (TCAP). This service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility (TSIF), (1) between Company's (STP) and Carrier's (SPOI) within the LATA, and (2) between Company's (STP) and Interexchange Carriers.

4. AVAILABILITY OF SERVICE

Type S Interconnection Service shall be provided, at Carrier's written request, over a Type S Interconnection Facility from the Carrier's SPOI to a Company STP, in LATA's within Company's territory where SS7 Interconnection is available.

5. TYPE S INTERCONNECTION FACILITIES

Company will provide to Carrier, upon written request, those facilities and arrangements described herein, including Type S Interconnection Facilities, that are necessary to establish the physical connection over a communications path which is separate from the message path and interchange of signaling information provided for in this Rider. A Type S Interconnection Facility includes a dedicated 56 kbps signaling connection between the Carrier's SPOI and terminating in a port of the Company's STP within the same LATA. The exchange of signaling information may be between Company and Carrier, or between Carrier and a designated Interexchange Carrier or other Commercial Mobile Radio Service Provider via Company's STP(s).

TYPE S INTERCONNECTION SERVICE RIDER, PAGE 3

Carrier agrees to send Company CPN associated with mobile-to-land calls when Company is providing this information to Carrier on land-to-mobile calls. Company reserves the right to not send CPN associated with land-to-mobile calls in the event that Carrier elects not to send this information on mobile-to-land calls. The specific protocol for CPN is contained in Bell Atlantic Supplement Common Channel Signaling (CCS) Network Interface Specification and Technical Reference TR-TSV-00905. Company will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information not be passed to the called party, and where an end user has taken the actions necessary to ensure that their CPN is so blocked.

6. NETWORK SPECIFICATIONS

Particular Conditions of Article 5. of the Interchange Agreement, captioned NETWORK SPECIFICATIONS, shall apply and be amended to include technical references TR-TSV-00905 Common Channel Signaling Network Interface Specification Supporting Network Interconnection, Message Transfer Part, and Integrated Services Digital Network User Part, and Bell Atlantic complementary BA-905 CCS/SS7 Cellular Interface Specifications, and TA-NWT-001434-CCS Network Interface Specification (CNIS) supporting wireless services providers.

7. EQUIPMENT SPECIFICATIONS

Particular Conditions of Article 6. of the Interchange Agreement, captioned EQUIPMENT SPACE AND POWER, shall apply.

8. PROVISION OF FACILITIES

Except for SS7-ISUP interconnection, the Particular Conditions of Article 8 of the Interchange Agreement captioned PROVISION OF FACILITIES shall apply. The timing of providing Carrier with such interconnection shall be determined by adding Carrier's request to a schedule of SS7-ISUP interconnection requests that Company currently maintains for all carriers. Carrier shall be added to the existing schedule based on the date that Company receives Carrier's written request. Carrier's written request must be provided to Company in accordance with Section II of GENERAL CONDITIONS of the Interchange Agreement Paragraph 9.

9. NETWORK CHANGES, MODIFICATIONS, AND DESIGN

Particular Conditions of Article 10. (except for the last sentence of 10.A.) of the Interchange Agreement, captioned NETWORK CHANGES, MODIFICATIONS, AND DESIGN, shall apply.

10. CHARGES FOR TYPE S INTERCONNECTION FACILITIES

A. Charges

1. Tariffed rate referenced charges - Carrier will pay to Company the equivalent of Company's intrastate or interstate Common Channel Signaling Access Service charges, when applicable based on then - current tariff rates of the Company.

Tariff rate equivalents for Type S Interconnection Facilities provided by Company pursuant to this Rider are listed in Attachment I.

All tariffed rate referenced charges will be billed at intrastate tariff rate equivalents unless Carrier reports interstate message signaling usage as specified in Particular Conditions provision "Article 18 of this Rider". Message signaling usage reported as interstate will be billed at interstate tariff rate equivalents and will be identified as

TYPE S INTERCONNECTION SERVICE RIDER, PAGE 4

percent interstate usage (PIU) for billing purposes. Such reporting must be reported to the Company in writing and updated no more frequently than quarterly.

2. TCAP Charges

- a. A point Code establishment or change charge is applicable as listed in Attachment I for each Carrier designated originating or destination Point Code.
- b. Carrier will provide Company with each originating and destination Point Code used by Company for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through Company's STP.

3. Interexchange Carrier (IXC) Interchange of SS7 Messages

Carrier shall specify in writing to Company, the IXC to which InterLATA TCAP messages shall be sent.

4. Charge Changes

Tariffed rate referenced charges - Tariffed rate referenced charges contained in Attachment I shall be deemed to conform to any changes that may hereafter occur in regard to current tariffed rates as incorporated in the Attachment I.

5. Other Rates and Charges

In addition to charges identified in this Type S Interconnection Service Rider, Special Construction and/or Individual Case Basis rates, charges and liabilities may apply when appropriate and agreed to by both parties, pursuant to Company's tariffs.

6. Cancellation Charges

- 1) If Carrier cancels an order for a Type S Interconnection facility prior to it being placed in service and if Company has incurred costs in connection with Carrier's order of the facility, Carrier shall pay Company the lesser of any applicable non-recurring charges or the reasonable costs, less net salvage, actually incurred by Company.
- 2) Reasonable costs shall include, but not be limited to, the non-recoverable cost of equipment and material ordered, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way, and other associated costs.

11. DEPOSITS

Particular Conditions of Article 12G. of the Interchange Agreement, captioned DEPOSITS, shall apply.

12. BILLING AND COLLECTION

Particular Conditions of Article 16. of the Interchange Agreement, captioned BILLING AND COLLECTION, shall apply.

TYPE S INTERCONNECTION SERVICE RIDER, PAGE 5

13. CREDIT ALLOWANCES

Particular Conditions of Article 15A. of the Interchange Agreement, captioned CREDIT ALLOWANCES, shall apply.

14. LIMITATION OF LIABILITY

Particular Conditions of Article 15B. of the Interchange Agreement, captioned LIMITATION OF LIABILITY, shall apply.

15. COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

Particular Conditions of Article 16. of the Interchange Agreement, captioned COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES, shall apply.

16. GENERAL CONDITIONS

Section II of GENERAL CONDITIONS of the Interchange Agreement, Paragraphs 1 through 15,

shall apply, except that the reference to "Section I.5" and "Section 15A" in Paragraph 11 shall be deleted and shall be replaced respectively with "Article 6 of this Rider" and "Article 14 of this Rider", and the word "interconnection" in Paragraph 11 shall be deleted and shall be replaced with Type S Interconnection Service terms mutually agreed to by Company and Carrier and signed by both parties.

17. PROPRIETARY INFORMATION

To protect the security of Company's network, Point Codes will only be provided to customer pursuant to a non-disclosure agreement, that contains terms specified by Company and that is signed by the Carrier.

18. PROVISION OF INFORMATION

Carrier and Company agree to keep adequate records of operations and transactions and shall furnish to the other party such information as may be reasonably required for the administration of this Rider.

Such record information shall include specific reports relating to the percentage of intrastate/interstate message signaling traffic interchanged and any other data needed to compute Carrier charges.

Absent the willingness and ability to determine by direct measurement or any other means, the relative amounts of message signaling traffic distribution that Carrier carries each month, Carrier may provide estimates of the percentages of its message signaling traffic distribution based on data and measurements which are reasonably available to it. Carrier will provide a complete written explanation of said estimates and shall make available for inspection any studies, traffic measurements, or other data at its immediate disposal necessary to test the reasonableness of said estimates. Said percentages will be subject to review by Company as to reasonableness.

19. TARIFFING

If a governmental body of competent jurisdiction requires that Type S Interconnection Service be provided under tariff, Company may terminate the service or cause the preparation and filing of an appropriate tariff in accordance with law. If a tariff is filed, the tariff will supersede this Rider when the tariff becomes effective under law. Company will promptly notify Carrier of any tariffing requirement and Company's plans either to terminate the Service or to file a tariff.

20. ENTIRE AGREEMENT

This Type S Interconnection Service Rider constitutes the entire agreement for the Service between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Type S Interconnection Service Rider may not be modified except by a writing signed by both parties.

TYPE S INTERCONNECTION SERVICE RIDER, PAGE 6

21. LAW GOVERNING

This Type S Interconnection Service Rider shall be governed by the law of the state of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this Type S Interconnection Service Rider to be executed in their behalf on the dates set forth below:

COMPANY

BELL ATLANTIC - MARYLAND INC.

NAME:

TITLE: President

Carrier Services

DATE:

7-10-95

CARRIER

AMERICAN PERSONAL COMMUNICATIONS INC.

NAME:

TITLE: Vice President of Operations

DATE:

July 19, 1995

TYPE S INTERCONNECTION SERVICE RIDER, PAGE 7

RIDER, ATTACHMENT 1

Type S Interconnection Service Agreement Charges

<u>Description</u>	<u>Tariff Rate Equivalents</u>	
	<u>Nonrecurring</u>	
	<u>Interstate</u> <u>Rates (#)</u>	<u>Intrastate</u> <u>Rates (*)</u>
Type S Interconnection Facility		
Installation - per Carrier Order		
- First SS7 Signaling Link	6.9.1(G)	
- Each add'l Signaling Link	6.9.1(G)	
Access Order Modifications	5.2.2	
	<u>Monthly Recurring</u>	
	<u>Interstate</u> <u>Rates (#)</u>	<u>Intrastate</u> <u>Rates (*)</u>
Per SS7 Signaling Link		
- Per mile	6.9.1(J) (1)	
- Per STP port termination	6.9.1(J) (2)	
Point Codes (TCAP Transport)		
	<u>Nonrecurring Charges (**)</u>	
Service establishment or Change		
- Per originating or destination Point Code		6.9.1(K) (3)

From Bell Atlantic Tariff FCC No. 1, Sections 5 and 6.

* From Tariff P.S.C. - MD - NO. 217 Access Service, Sections 5 and 6.

** Rate for originating and destination Point Code set forth at Bell Atlantic Tariff FCC No. 1, Section 6.9.1 ¶ (K) (3), Page 253.1.

APPENDIX 2



**American Personal
Communications**

a Sprint Telecommunications Venture affiliate

5901 Rockledge Drive, Suite 600

Bethesda, MD 20817

Tel. 301-214-9200

Fax. 301-214-9490

February 13, 1996

Mr. Terry Young
Director
Bell Atlantic
Two Bell Atlantic Place
1320 North Court House Road, Ninth Floor
Arlington, VA 22201

Dear Mr. Young:

When our companies began negotiating terms of interconnection in June 1995, we agreed to enter an interim agreement pending development of a mutually acceptable approach to reciprocal compensation. The interim agreement, which is scheduled to expire in March 1996, does not explicitly provide for mutual compensation, and in several respects, imposes unwarranted costs on APC. For example, it provides that APC must pay Bell Atlantic for local switching on mobile-originating calls, but does not require Bell Atlantic to pay APC for switching on landline-originating calls. In addition, it imposes a 25 dollar per trunk surcharge on APC, which is intended to recover a carrier common line (CCL) equivalent charge; Bell Atlantic, however pays APC nothing for APC's cost of carrying calls from its MSC to subscribers.

As APC has made clear from the beginning of our negotiations, we expect the permanent interconnection agreement between our companies to provide for a compensation mechanism that is truly mutual and avoids imposing unwarranted costs on either party. To that end, APC proposes that our permanent agreement establish zero-based compensation. Under this approach, each party would recover its own local loop, local switching, tandem switching, and transport cost. Costs of entrance facilities connecting our networks would be shared. To expedite our negotiations, the justification for this approach is set forth below.

Three considerations support a zero-based compensation mechanism:

First, APC's network contains the same essential elements as Bell Atlantic's. A call originating on your network and terminating on ours traverses an entrance facility, tandem switch (our mobile switching center), transport links (trunks between the MSC and base stations controllers), local switches (the base stations controllers), and local loops (air links between our transmitters and mobile units). Accordingly, we incur the same type of costs in terminating calls as Bell Atlantic does.

Sprint SpectrumSM

The all-in-one Personal Communications System that goes with you.